

24801218

(Pages : 2)

Reg. No.....

Name.....

**FIVE YEAR B.A., LL.B. (HONOURS)/B.B.A., LL.B. (HONOURS)/B.Com., LL.B.
(HONOURS) DEGREE EXAMINATION, MARCH 2024**

Second Semester

F.L.4—LAW OF CONTRACT

(2022 Admissions—Regular/2018 to 2021 Admissions—Supplementary)

Time : Three Hours

Maximum : 75 Marks

Part A

Write short notes on any five of the following.

Each question carries 3 marks.

1. Standard form contracts.
2. Invitation to treat.
3. *Ex nudo pacto non-oritur actio.*
4. Accord and satisfaction.
5. Liquidated damages and penalty.
6. Doctrine of unjust enrichment.

(5 × 3 = 15 marks)

Part B

Answer any three of the following problems.

Each question carries 10 marks.

7. 'H' promises to give Rs. 50,000 as donation for the construction of a Town Hall. On the basis of his promise, contractors were appointed and construction of the Hall was started. After some days when the amount of donation is demanded, 'H' refuses to pay any amount. He argues that since his promise has no consideration, it is null and void and not enforceable. Decide citing relevant judicial decisions.
8. 'R' a computer retailer, knowingly misrepresents the specifications of a laptop to 'S', a customer, leading 'S' to make a purchase based on false information. What are the remedies available to 'S'?

Turn over

9. 'X' agreed to become an assistant for 5 years to 'Y' who is a Doctor practising at Kochi. It was also agreed that during the term of agreement, 'X' will not practise on his own account in Kochi. At the end of one year, 'X' left the assistantship of 'Y' and began to practice on his own account at Kochi. Referring to the provisions of the Indian Contract Act, decide whether 'X' can be restrained from doing so.
10. 'M' owes money to 'N' under a contract. It is agreed between 'M', 'N' and 'O' that 'N' shall henceforth accept 'O' as his debtor instead of 'M'. Decide with reference to the provisions of the Indian Contract Act, whether 'N' can claim payment from 'O'.

(3 × 10 = 30 marks)

Part C

Answer any two of the following questions.

Each question carries 15 marks.

11. "Although a contract is a private relationship between the parties who make it and third parties generally do not acquire any right nor incur any liability under it, yet under certain circumstances the legitimate expectations of third parties are fulfilled." Elaborate.
12. Explain the legal position regarding a minor's agreement under the Indian Contract Act. What are the key principles and provisions that govern such agreements? What consequences can arise when a minor misrepresents his age, and how does the law address this issue? Also, discuss the doctrine of restitution in relation to a minor's agreement. Can it be applied to money in India?
13. What are the remedies available for breach of contract? Explain the rules laid down in *Hadley v. Baxendale* for assessing damages for breach of contract. Compare and contrast the approach to compensation for breach of contract in Indian law with the principles established in *Hadley v. Baxendale*.

(2 × 15 = 30 marks)